An Ghníomhaireacht Forbartha Talún
The Land Development Agency

APPENDIX 3

FRAMEWORK AGREEMENT

with Multiple Framework Members for the Provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services

DATED _____ 20___

(1) LAND DEVELOPMENT AGENCY

and

(2) _____ (the Framework Member)

Document reference	LDA-QAQC-FWA — Appendix 3 to the RFT
Status / Version	Stage 3 redeveloped draft v1.0 — 18 August 2026 — subject to LDA legal sign-off (see Stage 4 Material Changes Schedule)
Note	Subject to contract / contract denied (to be removed on signing)

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THIS FRAMEWORK AGREEMENT is made on the date first written above

BETWEEN:

(1) LAND DEVELOPMENT AGENCY, a designated activity company established under the Land Development Agency Act 2021 with company registration number 710453, having its offices at Second Floor, Ashford House, 18–23 Tara Street, Dublin 2, D02 VX67 (the "LDA", which expression includes its successors and permitted assigns and any body to whom its functions are transferred under Applicable Law) of the one part; and

(2) [FRAMEWORK MEMBER], a company established under [insert detail] law with company registration number [insert] and its registered address at [insert] (the "Framework Member", which expression includes its successors and permitted assigns) of the other part.

Recitals

(A) **Notice and Award Procedure.** The LDA has conducted a tender competition in accordance with Directive 2014/24/EU and all applicable procurement rules for the establishment of a framework agreement (within the meaning of the aforesaid Directive) with multiple Framework Members for the provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services. The tender competition under the Open procedure was advertised in the Official Journal of the European Union on [date] with reference number [reference] (the "Contract Notice").

(B) **Appointment.** Following evaluation of tenders received in accordance with the Request for Tenders, the LDA wishes to appoint the Framework Member to this Framework Agreement as one of several Framework Members to provide Services, if instructed to do so from time to time by the LDA or another Framework User, subject to and in accordance with the terms and conditions of this Framework Agreement.

(C) **Framework Members.** The Framework Members appointed to the Framework Agreement are [insert] (the "Framework Members").

(D) **Framework Users.** The contracting authorities entitled to award Call-Off Contracts under this Framework Agreement are: (i) the LDA; (ii) each of the LDA's wholly-owned subsidiaries and designated activity companies formed under, or whose shares are held pursuant to, the Land Development Agency Act 2021; and (iii) each other Government Department, State agency, local authority or other contracting authority in the State whose statutory or assigned functions include the provision, enablement or activation of housing, in each case as identified for this purpose in the Contract Notice (together the "Framework Users").

(E) **Purpose.** This Framework Agreement sets out, amongst others, the award procedures for contracts which may be required by the Framework Users, the main terms and conditions for any Call-Off Contract, and the obligations of the Framework Members during and after the Framework Period.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Framework Agreement the following terms have the meaning given to them below:

"Applicable Law" means any law applicable in the State and includes without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision,

regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"Call-Off Contract" means the legally binding agreement for the provision of Services between a Framework User and a Framework Member entered into in accordance with the terms of this Framework Agreement;

"Call-Off Contract Terms and Conditions" means the general terms and conditions which will apply to any Call-Off Contract and which are set out at Schedule 11;

"Call-Off Order" means the document in the form set out in Schedule 6 issued by a Framework User to a Framework Member in accordance with Clause 6 instructing that Framework Member to provide Services;

"Commencement Date" means [date];

"Conflict of Interest" means any actual or potential conflict of interest (including any relationship, filial or otherwise, or any interest, whether arising through personal, company or professional association, or current or prospective contractual obligations) which the Framework Member or any of its Personnel may have including, without prejudice to the generality of the foregoing, any actual or potential conflict relating to any aspects of (i) this Framework Agreement; (ii) the Services; (iii) a Call-Off Contract; (iv) the LDA or any Framework User; (v) a Framework Member; (vi) any stakeholders or other parties having an interest in the Framework Agreement with Multiple Framework Members for the Provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services; and/or (vii) any economic operator or tenderer in any way connected with the provision of technical and construction quality assurance and quality control services or any of the Services;

"CPI Index" means the Consumer Price Index as published by the Central Statistics Office in Ireland;

"Directive 2014/24/EU" means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, as transposed into Irish law by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), as amended (the "2016 Regulations");

"Framework Agreement" means this Agreement, including the Recitals to, and Schedules of, this Agreement;

"Framework Member" means the economic operator appointed to this Framework Agreement;

"Framework Period" means the period set out in Clause 4.1;

"Framework User" means the LDA and each other contracting authority identified in Recital (D), and "Framework Users" shall be construed accordingly; references in this Framework Agreement to the LDA in its capacity as the awarding party under a Call-Off Contract shall, in relation to a Call-Off Contract awarded by another Framework User, be read as references to that Framework User;

"Key Performance Indicators" means the key performance indicators as set out in Schedule 8;

"Mini-Competition" means a reopening of competition among Framework Members conducted in accordance with Clause 6.4;

"Mini-Competition Request" means the document in the form set out in Schedule 7 by which a Framework User invites tenders for a Mini-Competition;

"Party" means the LDA and/or the Framework Member;

“Personnel” means all persons employed by the Framework Member together with the Framework Member's servants, agents and suppliers of any tier used in the performance of its obligations under this Framework Agreement or a Call-Off Contract;

“Rate Card” means the schedule of maximum (ceiling) rates set out in Schedule 2, as adjusted (if at all) only in accordance with Clause 7.3;

“Request for Tenders” or “RFT” means the document issued by the LDA on [insert date] with any clarifications, additions or amendments issued by the LDA, as evidenced in Schedule 13;

“Services” means any of the services falling within the scope set out in Clause 5.1;

“Specification” means the Specification of Requirements at Appendix 1 to the RFT, as evidenced in Schedule 13;

“Sub-Consultant” means the legal person identified in Schedule 10 or any authorised replacement in accordance with Clause 7.5.2;

“Sub-Consultant Collateral Warranty” means the warranty which the LDA may require the Framework Member to procure from its Sub-Consultant in accordance with Clause 7.5.5 and which is set out in Schedule 12; and

“Tender” means the submission by the Framework Member in response to the RFT, together with any clarifications, additions or amendments accepted by the LDA, as evidenced in Schedule 14.

1.2 In this Framework Agreement, unless where otherwise specified:

1.2.1 headings are included for ease of reference only and shall not affect the construction of this Framework Agreement;

1.2.2 references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;

1.2.3 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.4 references to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise;

1.2.5 references to a day mean a calendar day;

1.2.6 references to a month mean a calendar month;

1.2.7 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 To the extent that any specific term or condition in a Call-Off Contract or Sub-Consultant Collateral Warranty is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant term or condition in the Call-Off Contract or Sub-Consultant Collateral Warranty shall prevail **only** in respect of a matter which this Framework Agreement expressly permits to be determined or particularised at call-off level (including the matters listed in Clause 6.9); in respect of any other matter, this Framework Agreement shall prevail.

2. Appointment

2.1 In consideration of the mutual promises and undertakings set out in this Framework Agreement (the sufficiency of which the Parties acknowledge), the LDA appoints the Framework Member to this Framework Agreement and the Framework Member accepts its appointment, subject to the terms and conditions of this Framework Agreement.

2.2 If for any reason it is not possible to admit to the Framework Agreement one or more of the tenderers invited following the conclusion of the competitive process, the LDA reserves the right to invite the next highest scoring tenderer, based on the terms advertised and at any time during the tender validity period stated in the RFT, to join the Framework Agreement.

2.3 If, following establishment of the Framework Agreement, the appointment of a Framework Member is terminated or a Framework Member otherwise ceases to be a party to the Framework Agreement, the LDA reserves the right to replace that Framework Member with the next highest-ranked tenderer from the original competitive process, on the terms advertised and without material modification, in accordance with Regulation 72(1)(d) of the 2016 Regulations. This shall be without prejudice to the right of the LDA to initiate a new contract award procedure at its sole discretion.

3. Non-Exclusivity and No Guarantee

3.1 The Framework Member acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been or shall be granted by the LDA for Services from the Framework Member and that the LDA is at all times entitled to enter into other contracts and agreements with other service providers for the provision of any or all Services, or services which are the same as or similar to the Services.

3.2 Without prejudice to the generality of Clause 3.1, the Framework Member acknowledges and agrees that appointment to this Framework Agreement does not of itself guarantee, and the LDA gives no undertaking as to: any expenditure; any volume of Services; any minimum revenue; any number of Call-Off Contracts; the allocation of any project or geographic area; any exclusivity; the continuation of any requirement over the Framework Period; or any particular share of the Framework Users' business.

3.3 Any pipeline, volume, expenditure, project or programme information provided by or on behalf of the LDA (whether in the RFT or otherwise) is indicative only, is provided for information purposes, and does not constitute a contractual commitment unless expressly stated otherwise in a Call-Off Contract. The requirements of the Framework Users may change over the Framework Period.

3.4 The maximum value of Services that may be called off under this Framework Agreement by all Framework Users in aggregate is €100,000,000 (excluding VAT). Upon that maximum being reached the Framework Agreement shall be regarded as exhausted and no further Call-Off Contracts may be awarded under it.

4. Period of Framework Agreement

4.1 This Framework Agreement shall take effect on the Commencement Date and, unless terminated earlier in accordance with these terms and conditions, shall expire three (3) years thereafter, subject to satisfactory annual review of performance.

4.2 The LDA may, at its sole option and by written notice to the Framework Member before the expiry of the period in Clause 4.1, extend the Framework Period by one (1) additional year, such that the maximum duration of the Framework Agreement shall not in any circumstances exceed four (4) years from the Commencement Date.

4.3 For the avoidance of any doubt, the term of a Call-Off Contract may last for longer than the Framework Period.

5. Scope of Framework Agreement

5.1 This Framework Agreement relates to the provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services as more particularly described in the Specification and evidenced in Schedule 1.

6. Award of Call-Off Contracts

6.1 **General.** As and when a Framework User decides to source Services through this Framework Agreement, it may award a Call-Off Contract to a Framework Member by either:

6.1.1 **Mini-Competition** in accordance with Clause 6.4; or

6.1.2 **Direct Award** in accordance with Clause 6.5,

in each case in compliance with Article 33 of Directive 2014/24/EU and the procedures laid down in this Framework Agreement.

6.2 The Framework User shall determine the appropriate call-off mechanism having regard to the nature, complexity, value and requirements of the Services, provided always that: (a) Direct Award may be used only where one or more of the objective conditions in Clause 6.5 is satisfied; (b) in all other cases a Mini-Competition shall be conducted; and (c) such selection is made in accordance with the provisions of this Framework Agreement.

6.3 When awarding a Call-Off Contract, the Parties shall not make any substantial amendments to the terms laid down in this Framework Agreement.

6.4 **Mini-Competition Procedure**

6.4.1 Unless Clause 6.5 applies, the Framework User shall conduct a Mini-Competition among all Framework Members capable of performing the required Services. For this purpose a Framework Member is not capable of performing the required Services only where an objective ground applies which is documented by the Framework User, being: a Conflict of Interest which cannot be effectively remedied; confirmed insufficiency of capacity for the requirement; suspension under Clause 6.6.5; or the requirement falling within a specialist capability for which the Framework Member has not been qualified under Clause 6.5.4(c).

6.4.2 A Mini-Competition Request shall be issued in the form set out at Schedule 7 setting out:

(a) the specific requirements;

(b) the award criteria and weightings applicable to that Mini-Competition, drawn from Clause 6.4.4;

(c) any refinement of terms permitted under this Framework Agreement, including the matters listed in Clause 6.9; and

(d) the time limit for submission, which shall be sufficient having regard to the complexity of the requirement.

6.4.3 Call-Off Contracts shall be awarded to the tenderer submitting the most economically advantageous tender (MEAT) on the basis of the award criteria stated in the Mini-Competition Request.

6.4.4 The award criteria, sub-criteria, weightings, scoring methodologies, minimum quality thresholds and response requirements applicable to each Mini-Competition shall be

established in the relevant Mini-Competition Request and shall be based on the same terms as applied for the award of this Framework Agreement, where necessary more precisely formulated, and, where appropriate, on the following other terms referred to in the RFT: price or fee (within the Rate Card ceilings, including discounted rates, fixed lump sums or capped fees built up from such rates); resource profile and proposed hours; the experience, qualifications and availability of key personnel; approach, methodology and programme; mobilisation and transition arrangements; site- or project-specific risk management and inspection planning; ESG, Taxonomy and certification capability; and quality of response requirements (including page limits, presentations, interviews and clarification processes where stated in the Mini-Competition Request).

6.4.5 Where a Mini-Competition (a) results in no tenders being submitted, or (b) results in no tenders that are compliant or capable of acceptance, the Framework User may (i) re-run the Mini-Competition with revised requirements, or (ii) proceed to Direct Award strictly in accordance with Clause 6.5.

6.5 **Direct Award Mechanisms**

6.5.1 A Framework User may award a Call-Off Contract without reopening competition only where all terms governing the provision of the Services concerned are established in this Framework Agreement (including the Rate Card) and in accordance with the objective mechanisms set out in this Clause 6.5.

6.5.2 **Ranked Cascade Mechanism.** Framework Members shall be ranked at Framework award stage in accordance with their final tender scores in the competition for the establishment of this Framework Agreement. Where the Services fall within the defined scope of this Framework Agreement and no material variation is required, the Framework User may: (a) offer the Call-Off Contract to the highest-ranked Framework Member; and (b) where that member (i) declines, or (ii) cannot perform due to capacity constraints, Conflict of Interest, suspension under Clause 6.6.5 or other objectively verifiable reason, proceed sequentially to the next ranked Framework Member. The Framework User shall maintain a written record of any decision to progress through the cascade.

6.5.3 **Rotational Allocation Mechanism.** For categories of Services identified by the Framework User as routine or of low complexity and suitable for rotation, Call-Off Contracts may be allocated on a rotational basis among Framework Members. Any rotation shall: (a) operate in a transparent and pre-determined sequence; (b) take account of capacity and availability; and (c) ensure equitable distribution of opportunities over time. The operation of any rotational mechanism shall be documented and capable of audit.

6.5.4 **Objective Allocation Criteria for Specific Circumstances.** A Framework User may apply Direct Award where one or more of the following objective conditions are met:

(a) **Continuity Requirement**, where (i) the Services relate to an existing project, phase, or site; and (ii) continuity with an existing Framework Member is demonstrably necessary to ensure technical consistency, avoid material duplication of cost, or mitigate delivery risk;

(b) **Time-Critical Requirement**, where (i) the timeframe for delivery would not reasonably permit a Mini-Competition

(c) **Specialist Capability**, where (i) the requirement falls within a defined specialist sub-category identified by reference to the Specification; and (ii) only certain Framework Members have been qualified for that capability on objective grounds recorded by the LDA.

In such cases, the Framework User shall (i) apply the cascade under Clause 6.5.2 among the relevant qualified Framework Members; and (ii) document the justification for the approach taken.

6.5.5 **Low Value and Routine Services.** For the purposes of this Framework Agreement, "Low Value Services" means Services with an estimated value below the applicable EU threshold for public service contracts as set out in Directive 2014/24/EU, as amended from time to time and as implemented in Irish law. For Low Value Services and for categories of routine Services for which all terms, including pricing, are fully established in this Framework Agreement, the Framework User may, without conducting a Mini-Competition: (a) apply the ranked cascade mechanism in accordance with Clause 6.5.2; or (b) apply the rotational allocation mechanism in accordance with Clause 6.5.3. The Framework User shall ensure that the application of this Clause 6.5.5 does not (i) artificially subdivide requirements, or (ii) otherwise circumvent the application of the call-off procedures set out in this Framework Agreement.

6.6 **Call-Off Order Procedure and Engagement Conditions**

6.6.1 A Framework User may issue a Call-Off Order at any time during the Framework Period.

6.6.2 In all instances where a Framework Member has been identified for a Direct Award, or has been selected following a Mini-Competition, the Framework User will issue a Call-Off Order. On receipt of the Call-Off Order, the Framework Member will revert to the Framework User with the following:

(i) confirmation of capacity to deliver the required Services;

(ii) confirmation that no Conflict of Interest exists; and

(iii) a proposal setting out how the Framework Member intends to meet the requirement. The proposal will include but not necessarily be limited to approach and methodology and the resource(s) proposed to deliver the Services.

6.6.3 Any engagement for Services will be subject to the Framework User satisfying itself that all three (3) conditions set out in Clause 6.6.2 have been met. Where the Framework User is not satisfied that any or all of these engagement conditions have been met, the Framework User may select another Framework Member in accordance with the mechanism under which the requirement was allocated (in the case of a cascade or rotation, the next Framework Member in sequence), and shall document its reasons.

6.6.4 On each occasion that a Call-Off Contract is awarded to the Framework Member pursuant to this Clause 6, the Framework User and the Framework Member shall enter into a contract in accordance with the Call-Off Contract Terms and Conditions.

6.6.5 **Performance-Based Suspension.** Where, following a performance review under the performance management provisions of the Specification and Schedule 8, the Framework Member receives a score of less than 2 on any single criterion, the Framework Member shall, after having been afforded the opportunity to make representations, be suspended from consideration for the next requirement allocated under Clause 6.5 until the deficiency is remediated to the reasonable satisfaction of the LDA. Suspension under this Clause is not termination and does not affect existing Call-Off Contracts.

6.7 **Packaging and Aggregation of Requirements.** A Framework User reserves the right to: (a) aggregate or bundle requirements; (b) divide requirements into work packages; and/or (c) combine multiple sites, developments, phases or projects into a single call-off (including geographic, portfolio or programme call-offs), where this is objectively justified and consistent with the scope of the Framework Agreement. Call-Off Contracts may be awarded sequentially

or concurrently, to the same or different Framework Members, and may include pilot, mobilisation, transition or phased requirements. Aggregation or division under this Clause shall not be used to circumvent the call-off procedures set out in this Framework Agreement.

6.8 **General Principles.** All call-offs under this Framework Agreement shall: (a) comply with the principles of transparency, equal treatment and proportionality; (b) be based solely on the mechanisms set out in this Agreement; and (c) not involve any material modification of the Framework terms. The Framework User shall maintain appropriate records to justify (i) the choice of call-off method and (ii) compliance with this procedure.

6.9 **Matters Determined at Call-Off.** Each Call-Off Order or Mini-Competition Request may determine, for the individual Call-Off Contract and in each case within the parameters of this Framework Agreement and the RFT: the scope and deliverables drawn from the Specification (including reasonable additional or varied services within its broad remit); the sites, geographic areas, developments and phases concerned; quantities and volumes; commencement date, duration and extension options (which may extend beyond the Framework Period); mobilisation and transition requirements; implementation approach and programme requirements; service levels, Key Performance Indicators and reporting requirements drawn from Schedule 8 and the Specification; governance and meeting requirements; resources and key personnel (from Schedule 3 or approved equivalents); the applicable pricing option and price particulars within the Rate Card ceilings in accordance with Schedule 2; insurance particulars in accordance with Clause 8.1.2; risk-allocation particulars expressly contemplated by the Call-Off Contract Terms and Conditions; and any other call-off-specific contractual particulars for which the Call-Off Contract Terms and Conditions provide. Matters not so listed remain fixed at framework level.

6.10 The Framework Member acknowledges that no Framework User shall be obliged to award any Call-Off Contract pursuant to this Clause 6 and that a Framework User may terminate any award procedure under this Clause 6 at any time prior to entry into the relevant Call-Off Contract.

6.11 Each Call-Off Contract is entered into by the relevant Framework User in its own name and on its own behalf. The LDA shall not have nor accept any responsibility or liability whatever arising from the award of a Call-Off Contract by another Framework User pursuant to this Clause 6.

7. Fixed Terms for Call-Off Contracts

7.1 The terms contained in this Clause 7 shall apply to the award of any Call-Off Contract. Failure by the Framework Member to meet its obligations under this Clause 7 shall be considered a material breach of this Framework Agreement for the purposes of Clause 9.2.1.

7.2 **Personnel**

7.2.1 The Personnel assigned by the Framework Member to deliver any Call-Off Contract shall be those identified in its Tender and evidenced in Schedule 3, or other Personnel of equivalent qualifications, skills and expertise approved by the LDA in accordance with Clause 7.2.2.

7.2.2 The Framework Member shall only be permitted to replace or supplement a Personnel member identified in Schedule 3 if: (a) so requested by the LDA pursuant to Clause 8.11; or (b) necessary to do so due to that person's death, illness or incapacity; or (c) due to the departure of the member of the Personnel from the employment of the Framework Member. In such cases the Framework Member shall submit to the LDA details of the proposed replacement or additional Personnel and, subject to the LDA's consent (which shall not be unreasonably withheld or delayed), shall so replace or supplement the Personnel identified in Schedule 3 as appropriate. The LDA shall be entitled to reject a

proposed Personnel member on the ground, inter alia, that they do not have equivalent qualifications, or skills, or expertise as the Personnel being replaced.

7.2.3 The Framework Member shall ensure that the rates of pay and conditions of employment of the Personnel comply with all Applicable Law.

7.3 **Rates**

7.3.1 The rates chargeable by the Framework Member under a Call-Off Contract shall not exceed the maximum (ceiling) rates identified in the Rate Card at Schedule 2. The applicable pricing option for each Call-Off Contract (Rate Card rates; discounted rates; or a fixed lump sum or capped fee built up from such rates) shall be as stated in the relevant Call-Off Order or established through the relevant Mini-Competition, in accordance with Schedule 2.

7.3.2 The Rate Card rates are fixed for the first two (2) years of the Framework Period. To accommodate both inflation and deflation, with effect from each anniversary of the Commencement Date falling in years three (3) and four (4) of the Framework Period the Rate Card may be adjusted, upward or downward, by no more than the percentage change in the CPI Index over the preceding twelve (12) months, as evidenced by the published CPI Index figures, or by such other method as may be agreed in writing between the LDA and the Framework Members. No other adjustment shall be made to the Rate Card. Rates applicable to a Call-Off Contract already entered into shall be adjusted only if and as that Call-Off Contract expressly provides.

7.4 **Key Performance Indicators.** The Key Performance Indicators (KPIs) applicable to reviewing and measuring performance of Services by the Framework Member shall be as evidenced in Schedule 8. The KPIs applicable to an individual Call-Off Contract may be selected, particularised and weighted in the relevant Call-Off Order or Mini-Competition Request from within the framework of Schedule 8 and the performance management provisions of the Specification.

7.5 **Sub-Consultant** [refer to Schedule 10]

7.5.1 The Sub-Consultant assigned by the Framework Member to deliver any Call-Off Contract shall be that identified in its Tender and evidenced in Schedule 10, or other Sub-Consultant approved by the LDA in accordance with Clause 7.5.2.

7.5.2 The Framework Member will not replace a Sub-Consultant without the prior written consent of the LDA. The relevant Framework User shall be entitled to instruct the Framework Member to replace any Sub-Consultant if that Framework User believes (acting reasonably) that the Sub-Consultant is incompetent or fails to perform its obligations in respect of any Call-Off Contract to the satisfaction of that Framework User. Any such replacement shall be of comparable qualifications and expertise as the incumbent Sub-Consultant and shall have the legal capacity and credit status to enter into and meet the obligations of any Call-Off Contract as they fall due.

7.5.3 The Framework Member shall ensure that the Tender clearly sets out in detail the Services to be provided by the Sub-Consultant.

7.5.4 During the performance of a Call-Off Contract, the Framework Member shall be responsible to the relevant Framework User for the management and supervision of the Sub-Consultant and for the acts and omissions of the Sub-Consultant as if they were its own.

7.5.5 The Framework Member acknowledges and agrees that the LDA may require the Framework Member, as a condition of, or pre-condition to the award of, a Call-Off Contract to promptly execute under seal and deliver a Sub-Consultant Collateral

Warranty from any or all of its Sub-Consultants of any tier proposed to deliver Services under a Call-Off Contract.

8. Obligations of the Framework Member

8.1 Insurances

8.1.1 As and from the Commencement Date, the Framework Member is required to procure and maintain the forms and levels of insurance set out in Schedule 4. Where a change in Applicable Law or a material change in the risk profile of the Services so requires, the required forms and levels may be revised by the LDA acting proportionately and having regard to what is generally available in the insurance market, in which case the LDA shall notify the Framework Member of the revised requirements and allow thirty (30) days for the provision of evidence that the required policies are in place.

8.1.2 Where the forms and/or levels of insurance required in respect of individual Call-Off Contracts are different to those set out in Schedule 4, the Framework User shall notify the Framework Member of the required changes in the Call-Off Order or Mini-Competition Request or as soon as reasonably practicable, such requirements to be proportionate to the particulars of the relevant project and to cover generally available in the insurance market.

8.1.3 The insurance required under Clause 8.1.1 and/or 8.1.2 shall be provided by reputable and well-established insurers approved by the LDA (whose approval shall not be unreasonably withheld or delayed).

8.1.4 At any time during the Framework Period, the Framework Member shall produce to the LDA, on request, copies of all insurance policies referred to in this Clause 8.1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

8.1.5 Where the insurance policies held by the Framework Member in accordance with Schedule 4 are due to lapse prior to the end of the Framework Period, it shall be the responsibility of the Framework Member to ensure that the said insurance policies are renewed and that the insurance details are notified to the LDA.

8.1.6 If, for whatever reason, the Framework Member fails to give effect to and maintain in effect the insurances required by this Framework Agreement then the LDA may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Framework Member.

8.2 **Tax Clearance Certificate.** The Framework Member shall, and shall procure that any Sub-Consultant of any tier shall, for the term of any Call-Off Contract, comply with all EU and domestic taxation law and requirements, including the maintenance of a valid Tax Clearance Certificate (or equivalent).

8.3 **Changes to Declaration.** The Framework Member shall retain a copy of its signed Declaration under Article 57 of Directive 2014/24/EU as set out in Schedule 5. If at any point during the Framework Period or during the lifetime of a Call-Off Contract the Framework Member becomes aware of circumstances that might affect the validity of any of the statements in its Declaration, it shall notify the LDA in writing of such circumstances at the earliest possible opportunity.

8.4 Confidentiality

8.4.1 The Framework Member must not disclose to anyone information that the LDA notifies the Framework Member is confidential except as necessary to perform the Framework

Member's obligations under this Framework Agreement or a Call-Off Contract or to comply with the law.

8.4.2 The Framework Member undertakes to comply with all reasonable directions of the LDA with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement as set out in Schedule 9.

8.4.3 The Framework Member acknowledges that the LDA is subject to the Freedom of Information Act 2014, as amended. In the event of the LDA receiving a request for information related to this Framework Agreement, the LDA shall consult with the Framework Member in respect of the request. The Framework Member shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The LDA will consult the Framework Member about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the Irish courts.

8.4.4 Within fourteen (14) days of the date of expiry of this Framework Agreement or of termination pursuant to Clauses 9 or 10, the Framework Member shall return to the LDA any data and confidential information belonging to the LDA in the Framework Member's possession, power or control, either in its then current format or in a format nominated by the LDA (in which event the LDA will reimburse the Framework Member reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the LDA, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under this Framework Agreement, or such period as is necessary for such compliance.

8.4.5 The terms of this Clause 8.4 are perpetual, and this Clause 8.4 survives the expiry of this Framework Agreement or a termination pursuant to Clauses 9 or 10.

8.5 **Applicable Law.** The Framework Member shall provide the Services in accordance with Applicable Law including but not limited to all obligations in the fields of environmental, health and safety, waste management, data protection, freedom of information, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016.

8.6 **Conflict of Interest**

8.6.1 The Framework Member confirms that it has carried out a conflicts of interest check and is satisfied that it has no Conflict of Interest in relation to the Services and its obligations undertaken under this Framework Agreement.

8.6.2 The Framework Member hereby undertakes to advise the LDA forthwith should any actual or potential Conflict of Interest arise during the Framework Period and to comply with the LDA's directions in respect thereof.

8.7 **Registrable Interests.** Any registrable interest involving the Framework Member (and any Sub-Consultant or agent as the case may be) and the LDA, the Ceann Comhairle, or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the LDA immediately upon such information becoming known to the Framework Member (or any Sub-Consultant or agent as the case may be) and the Framework Member shall comply with the LDA's directions in respect thereof, to the satisfaction of the LDA. The terms “registrable interest” and “relative” shall be interpreted as per the Standards in Public Office Act 2001, as amended.

8.8 **Corrupt Gifts and Inducements**

8.8.1 The Framework Member shall not give, provide or offer to any staff or agent of the LDA any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Framework Agreement or any Call-Off Contract.

8.8.2 Any breach of this Clause 8.8 or the commission of any offence by a Framework Member, subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018, as amended, shall entitle the LDA to terminate this Framework Agreement forthwith and to recover the amount of any loss resulting from such termination, including but not limited to recovery from the Framework Member of the amount or value of any such gift, consideration or commission.

8.9 **Audit.** The Framework Member shall keep and maintain until a minimum of six (6) years after the expiry of the Framework Period, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement and shall allow the LDA and any auditors access to such records.

8.10 **Publicity.** Unless otherwise directed by the LDA, the Framework Member shall not make any press announcements or publicise this Framework Agreement in any way without the LDA's prior written consent.

8.11 **Performance Review**

8.11.1 The LDA and Framework Member shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and/or a Call-Off Contract and to agree milestones, compliance schedules and operational protocols as required by the LDA from time to time. If requested in writing by the LDA, the Framework Member shall meet formally with the LDA to report on progress and shall comply with all written directions of the LDA.

8.11.2 The Framework Member agrees to: (a) liaise with and keep the LDA fully informed of any matter which might affect the observance and performance of the Framework Member's obligations, including the time scale of completion of the key components of the Services; (b) comply with the reporting arrangements and protocols required by the LDA from time to time; and (c) comply with all reasonable directions of the LDA.

8.12 Failure by the Framework Member to meet its obligations under this Clause 8 shall be considered a material breach of this Framework Agreement for the purposes of Clause 9.2.1.

9. Termination of Appointment of Framework Member

9.1 Subject to the provisions of Clause 9.2, the appointment of the Framework Member to this Framework Agreement may be terminated by the LDA without cause at any time during the Framework Period by serving thirty (30) days written notice to the Framework Member and without liability for compensation or damages.

9.2 The LDA shall have the right (in addition to any other rights which it has at law) to terminate the appointment of the Framework Member to this Framework Agreement forthwith and without liability for compensation or damages on the happening of any of the following events:

9.2.1 if the Framework Member commits any material breach of any provision of this Framework Agreement or of a Call-Off Contract and, if such breach is capable of being remedied, fails to remedy such breach to the reasonable satisfaction of the LDA within fourteen (14) days of the notice given by the LDA requiring the Framework Member to do so; or

9.2.2 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; or

9.2.3 if any event analogous to those contemplated in Clause 9.2.2 occurs to the Framework Member within the laws of any other jurisdiction; or

9.2.4 in circumstances where the LDA becomes aware that any of the excluding circumstances listed in Article 57 of Directive 2014/24/EU apply to the Framework Member; or

9.2.5 if any representation made by the Framework Member in connection with this Framework Agreement or a Call-Off Contract shall in the opinion of the LDA, acting reasonably, prove to be untrue or incorrect in a material respect as of the date when made; or

9.2.6 if the Framework Member (or any subcontractor, agent or employee) commits any breach of Clause 8.8 or any offence under the Criminal Justice (Corruption Offences) Act 2018, as amended. In this instance, the LDA shall also be entitled to recover the amount of any loss resulting from such termination, including but not limited to recovery from the Framework Member of the amount or value of any such gift, consideration or commission.

9.3 The Framework Member shall not be entitled to any additional amounts or compensation in the event that its appointment is terminated in accordance with this Clause 9.

10. Termination of Framework Agreement

10.1 This Framework Agreement, or the provision of any part thereof, may be terminated by the LDA at any time during the Framework Period by serving thirty (30) days written notice to the Framework Member and without liability for compensation or damages.

10.2 The Framework Member shall not be entitled to any additional amounts or compensation in the event that this Framework Agreement is terminated in accordance with this Clause 10.

11. Consequences of Termination and Expiry

11.1 Expiry of this Framework Agreement or termination pursuant to Clauses 9 or 10 shall not cause any Call-Off Contract to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination pursuant to Clauses 9 or 10 states that it is also to constitute notice terminating all Call-Off Contracts between the relevant Framework User and the Framework Member.

11.2 The Framework Member shall have no claim against the LDA for any loss of profit, loss of contracts or other economic losses and/or expenses or for any indirect, economic, or consequential loss suffered or incurred as a result of termination pursuant to Clauses 9 or 10.

11.3 Expiry of this Framework Agreement or termination pursuant to Clauses 9 or 10 shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement that is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

12. Transfer and Sub-Contracting

12.1 This Framework Agreement is personal to the Framework Member and the Framework Member shall not assign, novate or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the LDA. Notwithstanding the provisions of Clause

7.5, the Framework Member shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the LDA. Such consent shall not be unreasonably withheld.

12.2 The LDA shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the LDA provided that such assignment, novation or disposal shall not increase the burden of the Framework Member's obligations under this Framework Agreement.

12.3 Failure by the Framework Member to meet its obligations under Clause 12.1 shall be considered a material breach of this Framework Agreement for the purposes of Clause 9.2.1.

13. General

13.1 **Amendments.** This Framework Agreement may only be amended by a document in writing signed by authorised representatives of each Party.

13.2 **Waiver.** No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

13.3 **Severability.** If any term or provision herein is found to be invalid, unlawful or unenforceable, then such term or provision shall be deemed severed from the Framework Agreement and all other terms and provisions shall remain in full force and effect.

13.4 **Force Majeure**

13.4.1 If through no fault of a Party, its performance has been affected or delayed by force majeure, such Party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

13.4.2 If, however, force majeure causes a delay or failure in performance for a period longer than seven (7) days, the LDA shall have the right to terminate this Framework Agreement by seven (7) days' notice in writing.

13.4.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the Party affected which it is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to acts of God or the public enemy, expropriation or confiscation of facilities, government intervention, war, hostilities, rebellion, terrorist activities, local or national emergency, sabotage or riots, floods, or unusually severe weather conditions which could not be reasonably anticipated, fires, explosions, or other catastrophe, national or district strikes or other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Framework Member's workforce.

13.5 **Public Procurement.** Nothing in this Framework Agreement shall prevent the LDA from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Call-Off Contract concluded hereunder may be abridged, modified or amended without penalty to the LDA so as to enable it to comply with the said obligations.

14. Notices

14.1 The address, e-mail address and telephone numbers of the Parties for the purpose of the giving of notices under this Framework Agreement are as follows:

14.1.1 For the Land Development Agency: Contact: The Head of Procurement (or such other role-holder as the LDA may notify); Address: Land Development Agency, Second Floor, Ashford House, 18–23 Tara Street, Dublin 2, D02 VX67; E-mail: [procurement@lda.ie]; Phone: [+353 (0)1 — insert].

14.1.2 For the Framework Member: Contact Name: [insert]; Address: [insert]; E-mail: [insert]; Phone: [insert].

14.2 Any notice or other communication whether required or permitted to be given by one Party to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and: (a) if delivered, at the time of delivery to the addressee or its duly authorised agent; (b) if sent by pre-paid post, four (4) days after posting if addressed to the Party to whom such notice is to be given at the address set forth for such Party in this Framework Agreement (or such other address as is from time to time notified to the other Party); (c) if transmitted by electronic means, on receipt of 'read receipt' or equivalent.

14.3 All notices to the LDA or the Framework Member from the other Party under this Framework Agreement or the relevant Call-Off Contract shall be in writing and sent to the appropriate address set out above.

14.4 All notices, documents and communications provided under this Framework Agreement or the relevant Call-Off Contract shall be in the English or Irish language.

14.5 Any Party may, by notice to the other in compliance with this Clause 14, change the contact details set out at Clause 14.1.

15. Resolution of Disputes

15.1 Any dispute or difference of any kind whatsoever which arises or occurs between the parties or their respective assigns in relation to any thing or matter arising under, out of, or in connection with this Framework Agreement shall, in the first instance, be subject to settlement by negotiation in good faith between the senior management of both parties.

15.2 If after thirty (30) days such negotiations prove unsuccessful either party shall be entitled to refer such dispute or difference to arbitration before a single arbitrator appointed by the parties or, in default of agreement as to the choice of arbitrator, appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Irish Branch. The place of arbitration shall be in Ireland.

15.3 Any dispute referred to arbitration shall be deemed to be a submission to arbitration in accordance with the Arbitration Act 2010 or any Act amending same. The award of the arbitrator shall be final and binding upon the parties, provided only that any arbitration under this Clause shall not, save in respect of the alleged failure to pay or wrongful withholding of monies by the LDA, proceed during the continuance of the provision of the Services, and in any event shall not prevent or delay in any way the performance of the obligation of the Framework Member to complete the Services in accordance with this Framework Agreement or any Call-Off Contract.

16. Jurisdiction

16.1 The LDA and the Framework Member accept the exclusive jurisdiction of the Irish courts, subject to the provisions of Clause 15, and agree that this Framework Agreement is to be governed by and construed according to the laws of Ireland.

Execution

IN WITNESS whereof the parties hereto have executed this Framework Agreement the day and year first herein written.

SIGNED for and on behalf of LAND DEVELOPMENT AGENCY by:

_____ A duly authorised representative

in the presence of:

_____ Witness to Signature

_____ Witness' address

_____ Witness' occupation

SIGNED for and on behalf of [INSERT FULL LEGAL NAME OF THE FRAMEWORK MEMBER]

or

GIVEN under the COMMON SEAL of [INSERT FULL LEGAL NAME OF THE FRAMEWORK MEMBER]

_____ Director

_____ Person duly authorised

in the presence of:

_____ Witness to Signature

_____ Witness' address

_____ Witness' occupation

Schedule 1

Framework Scope of Services

1. This Framework Agreement relates to the provision of Technical and Construction Quality Assurance and Quality Control (QAQC) monitoring services over a portfolio of residential units at varying stages in the development process, as more particularly described in the Specification of Requirements at Appendix 1 to the RFT (including the Typical Project, the Typical Project Deliverables, the Framework Agreement Resourcing Requirements, the Contract & Relationship Management requirements and the Performance Management provisions set out therein, and the Developer Monthly Report Template annexed thereto), which is incorporated into this Schedule 1 by reference and evidenced in Schedule 13.

2. The extent of Services required will be identified on a project-by-project basis in accordance with Clause 6. Reasonable additional or varied services for implementation of projects under this Framework Agreement may also be identified. Framework Members may be asked to provide other services to a Framework User within the broad remit of this Framework Agreement; the Framework User will identify these needs as they arise, and requirements will be sent to the Framework Member(s) in accordance with Clause 6.

Drafting note: the service description previously duplicated in this Schedule has been consolidated into the Specification (Appendix 1) as the single authoritative version — see Stage 4 Material Changes Schedule, item MC-02.

Schedule 2

Rate Card and Pricing

1. Rate Card (Maximum / Ceiling Hourly Rates). The rates set out below are the maximum (ceiling) hourly rates chargeable under any Call-Off Contract. They are fixed for the first two (2) years of the Framework Period and thereafter adjustable only in accordance with Clause 7.3.2. All rates are inclusive of all costs including travel expenses and subsistence, and exclusive of VAT.

Staff Category	Maximum Hourly Rate (excl. VAT)
Architect	€133
Civil Engineer	€133
Structural Engineer	€133
Mechanical Engineer	€127
Electrical Engineer	€127
DAC Consultant	€122
Fire Consultant	€133
Sustainability Specialist	€122
Site Inspectors	€122

2. Call-Off Pricing Options. The pricing basis for each Call-Off Contract shall be one of the following, as stated in the relevant Call-Off Order or established through the relevant Mini-Competition: (a) the Rate Card rates applied to the resources and hours actually and properly expended; (b) rates discounted from the Rate Card offered by the Framework Member for that Call-Off Contract; or (c) a fixed lump sum or capped fee built up from rates not exceeding the Rate Card. In no case may any rate charged exceed the applicable Rate Card ceiling.

3. Adjustment. Rate adjustments in years three (3) and four (4) of the Framework Period are governed exclusively by Clause 7.3.2 (CPI-linked, upward or downward, evidenced).

The cost-evaluation workbook used at framework award stage forms part of Appendix 2 to the RFT and is evidenced in Schedule 13.

Schedule 3

Personnel

To be inserted on appointment.

Schedule 4

Insurances

The LDA requires the following levels of insurances to be in place for the Technical and Construction Quality Assurance and Quality Control Services Consultants. In this Schedule, “the relevant Building Contract” means the building or development contract for the monitored project identified in the applicable Call-Off Order, and “Practical Completion” bears the meaning given in that contract.

Insurance Type	Required Value €
Employer's Liability	For not less than €13,000,000 (thirteen million euro) for any one claim (or series of claims arising out of the one event) from the date hereof until the expiry of the defects liability period under the relevant Building Contract. The Framework Member shall produce evidence of such cover when requested to do so by the LDA.
Public Liability	With a limit of indemnity not less than €6,500,000 (six million five hundred thousand euro) for any one claim (or series of claims arising out of the one event) from the date hereof until the expiry of the defects liability period under the relevant Building Contract. The Framework Member shall produce evidence of such cover when requested to do so by the LDA.
Professional Indemnity	With a minimum limit of indemnity of not less than €6,500,000 (six million five hundred thousand euro) based on the aggregate of claims on an annual basis for the duration of the provision of the Services and shall maintain such insurance for a period of twelve years after the date of Practical Completion of the Works provided such insurance is generally available in the European Union at commercially reasonable rates and terms, excluding any increased or additional premia required by insurers by reason of the Framework Member's own claims record or other acts, omissions or matters, which will be deemed to be within the Framework Member's obligations. The Framework Member shall immediately inform the LDA if such insurance ceases to be generally available. Note: for certain projects, or where the increased level of cover is available in the market, the LDA may require a higher basis of cover of not less than €6,500,000 (six million five hundred thousand euro) for each and every claim (or series of claims arising from the same originating cause), covering all of the Framework Member's obligations under this Agreement, for a period of twelve years after the date of Practical Completion of the Works. This limit is not an annual aggregation and the requirement for this level of cover will be assessed reflective of the particulars of the project and notified in the relevant Call-Off Order or Mini-Competition Request.

Schedule 5

Declaration under Article 57 of Directive 2014/24/EU

To be inserted on appointment.

Schedule 6

Call-Off Order

This template is administrative in form; it may be amended as to form only and any completed Call-Off Order operates subject to the Framework Agreement.

By email only to [Framework Member's email address]

Framework User	[Land Development Agency / identified Framework User]
Order under Framework Agreement entitled	Framework Agreement with Multiple Framework Members for the Provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services dated [date]
Call-off mechanism applied	[Direct Award — Clause 6.5.2 cascade / 6.5.3 rotation / 6.5.4 objective condition (state which) / 6.5.5 low value or routine] / [Following Mini-Competition ref. [xxx]]
Date of Order	[date]
Deadline for response by Framework Member	[date & time] by email to [xxx]

Dear Framework Member,

Pursuant to Clause 6 of the Framework Agreement, the Framework User proposes to award a Call-Off Contract to you in respect of the following Services:

(i) **Scope of Services Required:** [scope, sites, developments, phases, quantities and deliverables drawn from the Specification]

(ii) **Call-Off Particulars (Clause 6.9):** [commencement date; duration and any extension options; mobilisation/transition requirements; programme; KPIs and reporting; governance; key personnel; insurance particulars (if different from Schedule 4, per Clause 8.1.2)]

(iii) **Pricing (Schedule 2):** [pricing option (a)/(b)/(c) and price particulars, within the Rate Card ceilings]

(iv) **Fixed Terms:** In accordance with Clause 7 of the Framework Agreement, the terms of Clause 7 will apply to the Call-Off Contract.

(v) **Call-Off Contract Terms and Conditions:** In accordance with Clause 6.6.4 of the Framework Agreement, if the Framework Member accepts this Call-Off Order, the Framework User and the Framework Member shall enter into a Call-Off Contract in accordance with the terms and conditions set out in Schedule 11 of the Framework Agreement, completed with the particulars set out in this Call-Off Order: [xxx]

Letter of Reliance to be included exemplar appended see appendix D

The Framework Member is hereby invited to respond in accordance with Clause 6.6.2 of the Framework Agreement (confirmation of capacity; confirmation that no Conflict of Interest exists; and a proposal setting out how the Framework Member intends to meet the requirement) by email to [address] no later than [date & time], and to inform the Framework User whether it accepts the Call-Off Order.

If you have any queries on the above, please do not hesitate to contact me.

Yours sincerely, [contact] On behalf of the Framework User

Schedule 7

Mini-Competition Request

This template is administrative in form; it may be amended as to form only. Each completed Mini-Competition Request establishes the rules applicable to that Mini-Competition in accordance with Clause 6.4 and within the parameters of the Framework Agreement and the RFT.

Issued by email to all Framework Members capable of performing the required Services (Clause 6.4.1).

Framework User	[insert]
Mini-Competition reference	[insert]
Request under Framework Agreement entitled	Framework Agreement with Multiple Framework Members for the Provision of Technical and Construction Quality Assurance and Quality Control (QAQC) Services dated [date]
Date of issue	[date]
Deadline for queries	[date & time]
Deadline for tenders	[date & time] by email to [xxx]

1. **Requirement.** [Specific requirements: scope and deliverables drawn from the Specification; sites, geographic areas, developments, phases; quantities/volumes; programme; mobilisation; duration and extension options; governance; reporting.]

2. **Call-Off Particulars (Clause 6.9).** [KPIs and service levels drawn from Schedule 8; key personnel requirements; insurance particulars (if different from Schedule 4); risk-allocation particulars contemplated by the Call-Off Contract Terms and Conditions.]

3. **Pricing.** [Pricing option under Schedule 2 paragraph 2 and the pricing information to be submitted. All rates must be within the Rate Card ceilings.]

4. **Award Criteria for this Mini-Competition (Clause 6.4.4).** [Criteria, sub-criteria, weightings, scoring methodology and minimum quality thresholds for this Mini-Competition, drawn from the menu at Clause 6.4.4.]

5. **Response Requirements.** [Format, page limits, and whether presentations, interviews or clarification meetings will apply.]

6. **Award.** The Call-Off Contract will be awarded to the Framework Member submitting the most economically advantageous tender on the basis of the criteria at paragraph 4. The Framework User is not obliged to award a Call-Off Contract and may re-run this Mini-Competition or proceed in accordance with Clause 6.4.5.

Schedule 8

Key Performance Indicators

To be inserted on appointment, drawn from and consistent with the Performance Management provisions of the Specification. The KPIs applicable to an individual Call-Off Contract may be selected, particularised and weighted in the relevant Call-Off Order or Mini-Competition Request in accordance with Clause 7.4.

Schedule 9

Confidentiality Agreement

THIS AGREEMENT is made on [date]

BETWEEN:

(1) LAND DEVELOPMENT AGENCY, having its offices at Second Floor, Ashford House, 18–23 Tara Street, Dublin 2, D02 VX67 (for the purposes of this Agreement referred to as the "LDA", which expression includes its successors and permitted assigns and any body to whom its functions are transferred under Applicable Law) of the one part; and

(2) [INSERT], a company with its registered address at [INSERT] (for the purposes of this Agreement referred to as the "Framework Member", which expression includes its successors and permitted assigns) of the other part.

WHEREAS

(A) In this Agreement: (a) the "Framework" means the Framework Agreement dated [insert detail] made between the LDA and the Framework Member for Technical and Construction Quality Assurance and Quality Control (QAQC) Services (the "Services"); (b) other capitalised terms shall have the meaning attributed to them in the Framework save where indicated otherwise.

(B) Pursuant to the Framework, a Framework User may award a Call-Off Contract to the Framework Member for the provision of Services.

(C) For the purposes of the delivery of Services under a Call-Off Contract, certain confidential information will be disclosed or supplied either by the LDA or by the Framework Member to the other party.

NOW IT IS HEREBY AGREED in consideration of the mutual undertakings set out in this Agreement and of the sum of €2 paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged) as follows:

1. For the purpose of this Agreement "confidential information" shall mean such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or prototypes disclosed or supplied either by the LDA or by the Framework Member to the other party in any format, and which at the time of its disclosure or supply is identified as confidential or proprietary. Oral information which is confidential or proprietary shall be recorded in writing by the disclosing party within thirty (30) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential or proprietary.

2. This Agreement shall be effective as of the Commencement Date of the Framework and shall thereafter continue until the expiry of a period of ten (10) years following the termination or expiry of the last Call-Off Contract awarded to the Framework Member under the Framework.

3. The LDA and the Framework Member each undertake to treat any and all confidential information as confidential, to use it solely for the purpose of the Services, not to disclose it to any third party, and not to make it publicly available or accessible in any way, except with the prior written consent of the disclosing party.

4. The obligations set out in Clause 3 shall not apply with respect to any confidential information which:

    4.1 the receiving party can prove has been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or

4.2 is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the receiving party; or

4.3 the receiving party can prove becomes known to the receiving party through disclosure by sources other than the disclosing party, having a right to disclose such information; or

4.4 the receiving party can prove has been developed independently by an employee of the receiving party who has not had access to any of the confidential information of the disclosing party.

5. Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed confidential information or any copy thereof is made accessible only to such representatives who have a need to know, the receiving party shall not, without the prior written consent of the disclosing party, copy or reproduce any item or document supplied to the receiving party being or containing in whole or in part confidential information. The receiving party shall return such item or document and any copies thereof at the supplying party's request, and at the latest on termination of this Agreement. This shall not apply to copies of electronically exchanged confidential information made as a matter of routine information technology back-up, and to confidential information or copies thereof which must be stored by the receiving party according to mandatory law, provided that such confidential information or copies thereof shall be subject to an indefinite confidentiality obligation.

6. All confidential information shall remain the exclusive property of the disclosing party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No licence or conveyance of any such rights to the receiving party is granted or implied under this Agreement. No commercial obligation on the part of either party is intended or undertaken. The parties agree that any confidential information is made available “as is” and that no warranties of any kind are granted or implied with respect to the quality of confidential information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

7. The party receiving confidential information including materials, samples, prototypes or similar items, in any format, shall not analyse it, chemically, by reverse engineering, or otherwise, in order to determine the identity and/or properties of its components. To the extent that such items have not been destroyed or used during evaluation tests and unless there is no other agreement between the LDA and the Framework Member, they shall be returned to the supplying party upon request, and at the latest on termination or expiry of the Framework or any Call-Off Contract awarded to the Framework Member thereunder, whichever is later.

8. The Framework Member acknowledges that the LDA is subject to the Freedom of Information Act 2014, as amended. In the event of the LDA receiving a request for information related to the Framework or a Call-Off Contract, the LDA shall consult with the Framework Member in respect of the request. The Framework Member shall identify any information that is not to be disclosed on grounds of commercial sensitivity and shall state the reasons for this sensitivity. The LDA will consult the Framework Member about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

9. Ancillary agreements, amendments or additions hereto must be made in writing.

10. This Agreement shall be construed and interpreted by the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

11. If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

Signed on behalf of the LDA: ..... Date: .....

Signed on behalf of the Framework Member: ..... Date: .....

Schedule 10

Sub-Consultants

To be inserted on appointment and if applicable.

Sub-Consultant Name	Address and Contact Details	Service to be delivered

Schedule 11

Call-Off Contract Terms and Conditions

The Call-Off Contract Terms and Conditions are those set out at Appendix 5 to the RFT (Call-Off Contract for the Provision of Technical and Construction Quality Assurance and Quality Control Monitoring Services), which are incorporated into this Schedule 11 by reference and evidenced in Schedule 13. Capitalised terms used in the Call-Off Contract Terms and Conditions have the meanings given in this Framework Agreement save where indicated otherwise.

Schedule 12

Sub-Consultant Collateral Warranty

Insert LDA Sub-Consultant Collateral Warranty if applicable.

Schedule 13

Request for Tenders

To be inserted on conclusion of competition (the RFT and its Appendices, including the Specification of Requirements at Appendix 1 and the Pricing Schedule at Appendix 2, together with any clarifications, additions or amendments issued by the LDA).

Schedule 14

Tender Submission

To be inserted on appointment.